| Debt | tor 1 | Jana First Name | Hutchison Middle Name | Tomez Last Name | any c | neck if this amende confirmation hearing neck if this amende | - |
|--------------|--------------------------|--|--|--|---|---|--|
| Debt (Spo | tor 2 ouse, if filing |) First Name | Middle Name | Last Name | | onse to an initial de nuance that counte | nial order or a d as an initial denial. |
| | | , Indirianio | | astern District of Texas | | | nave been changed by |
| | | ankruptcy Court for the: | | astern district or lexas | this a | mended plan: | |
| | e number nown) | 24-9010 | <u>1</u> | | | | |
| TXE | BLoc | al Form 3015- | -а | | | | |
| | | <u> </u> | | HAPTER 13 PLAN | | | |
| | | | | | | | Adopted: Dec 2017 |
| Part | 1: Notice | es | | | | | |
| | | in some cases, but the circumstances. When (matrix) of creditors Certificate of Service most current matrix Your rights may be a You should read this Fan attorney, you may be confirmation of this Placonfirmation hearing, period may be extend | ne presence of arm you file this Plan as constituted be affixed to this case is an affected by this personal plan carefully and wish to consult or manent treatmentan. An objection of That date is listed to 7 days prior | at of your claim as outlined in this to confirmation must be filed at led in ¶ 9 of the <i>Notice of Chapter 1</i> or to the confirmation hearing under | cate that the oppon each party ce and evidence of the matrix of of the CM-ECF, modified, or each pulma, you or you ast 14 days but 3 Bankruptcy (or the circumsta | otion is appropriate y listed on the mass te that service thro creditors which ye system. eliminated. this bankruptcy cas ur attorney must file efore the date set fo Case issued in this ances specified in L | in your ster mailing list ough a ou served. The se. If you do not have e an objection to or the plan case. The objection |
| | | Regardless of whethe proof of claim in orde | r you are listed in or to be paid unde ed in this case. D | without further notice if no objection the Debtor's matrix of creditors of this Plan. The deadline for filing Disbursements on allowed claims on. See § 9.1. | r in the Debtor's claims is listed | s schedules, you i I in ¶ 8 of the <i>Notic</i> | e of Chapter 13 |
| | | | | ach line to state whether or not t if both boxes are checked, the p | | | |
| 1.1 | property | | or such claim, as se | hrough a final determination of the vet forth in § 3.10 of this Plan, which receditor. | | ☐ Included | ₩ Not Included |
| 1.2 | Avoidand § 3.9 of th | | onpossessory, nor | npurchase-money security interest, | as set forth in | ☐ Included | ☑ Not Included |
| 1.3 | Potential | termination and remova | l of lien based und | on alleged unsecured status of claim | of lienholder | | ₩ Not Included |

For amended plans only:

as set forth in § 3.11 of this Plan.

The use of the singular term "Debtor" in this Plan includes both debtors when the case has been initiated by the filing of a joint petition by spouses.

| 1.4 | Nonstand | ard provisions as set forth in Part 8. | ☑ Included | ☐ Not Included | | |
|-----------------------|--|--|---------------------|------------------------|--|--|
| Part | 2: Plan F | ayments and Length of Plan | | | | |
| 2.1 | The appl | icable commitment period for the Debtor is36 months. | | | | |
| 2.2 Payment Schedule. | | | | | | |
| | Unless the Court orders otherwise, beginning on the 30 th day after the Petition Date ² or the entry date of any order converting this case to Chapter 13, whichever is later, the Debtor will make regular payments to the Trustee throughout the applicable commitment period and for such additional time as may be necessary to make the payments to claimants specified in Parts 3 through 5 of this Plan (the "Plan Term"). The payment schedule shall consist of: | | | | | |
| | 2 | The use of the term "Petition Date" in this Plan refers to the date that the Debtor filed the voluntary petition in this | case. | | | |
| | | | onths. | | | |
| | | ble Payments: The Debtor will pay make variable plan payments throughout the Plan ayments are set forth in Exhibit A to this Order and are incorporated herein for all purp | | ed schedule for such | | |
| 2.3 | Mode of Payment. Regular payments to the Trustee will be made from future income in the following manner: | | | | | |
| | [Check one] | | | | | |
| | ☐ Debtor will make payments pursuant to a wage withholding order directed to an employer. | | | | | |
| | ☑ Debtor will make electronic payments through the Trustee's authorized online payment system. | | | | | |
| | ☐ Debtor will make payments by money order or cashier's check upon written authority of the Trustee. | | | | | |
| | ☐ Debto | or will make payments by other direct means only as authorized by motion and separate | e court order. | | | |
| 2.4 | Income t | ax refunds. | | | | |
| | In addition | n to the regular monthly payments to the Trustee, and in the absence of a court order to | the contrary, the [| Debtor is required to: | | |
| | (1) | supply a copy of each federal income tax return, including all supporting schedules, fil to the Trustee within 14 days of filing the return; and | led during the Plan | Term | | |
| | (2) | remit to the Trustee within 14 days of receipt all federal income tax refunds received by plan term which will be added to the plan base; provided, however, that the Debtor may refund up to \$2,000.00 in the aggregate on an annual basis if the Debtor is current on to the Trustee under this Plan at the time of the receipt of such tax refund. | ay retain from each | such | | |
| | The Debt | or hereby authorizes the Trustee to endorse any federal income tax refund check made | payable to the De | otor during the plan | | |

Case number **24-90101**

| Debt | or <u>Ja</u> | na Hutchison Tomez | Case number <u>24-901</u> | 01 | | |
|------------|---|---|---|--|--------|--|
| 2.5 | | ditional payments. eck one] None. If "None" is checked, the rest of | § 2.5 need not be completed. | | | |
| 2.6 | 6 Plan Base. The total amount due and owing to the Trustee under §§ 2.2 and 2.5 is | | | | | |
| Part | 3: T | reatment of Secured Claims | | | | |
| 3.1 | No Home Mortgage. If "No Mortgage" is checked, the remainder of § 3.1 and § 3.2 need not be completed. Home Mortgage Maturing Before or During Plan Term. If "Mortgage Maturing" is checked, the claim will be addressed in § 3.4. The remainder of § 3.1 and § 3.2 need not be completed. Direct Home Mortgage Payments by Debtor Required. On the Petition Date, the Debtor owed the following claims secured only by a security interest in real property that is the Debtor's principal residence. The listed monthly payment amount is correct as of the Petition Date. Such mortgage claims (other than related Cure Claims addressed in § 3.2), shall be paid directly by the Debtor in accordance with the pre-petition contract, including any rate changes or other modifications required by such documents and noticed in conformity with any applicable rules, as such payments become due during the Plan Term. The fulfillment of this requirement is critical to the Debtor's reorganization effort. Any failure by the Debtor to maintain payments to a mortgage creditor during the Plan Term may preclude confirmation of this Plan and, absent a subsequent surrender of the mortgage premises, may preclude the issuance of any discharge order to the Debtor under § 1328(a). The Trustee will monitor the Debtor's fulfillment of this direct payment obligation ("DPO"). | | | | | |
| | Mortgage Lienholder Property Address Monthly Payment Due Date of Amount by Debtor Monthly Payment | | | | | |
| <u>21s</u> | t Mor | tgage Corp | 799 Gaylon Wallace Rd Lufkin, TX 75901 | \$803.93 Amount inc: ✓ Tax Escrow ✓ Insurance Escrow Other | 1 | |
| 3.2 | | ing Defaults and Maintenance of Direct None. If "None" is checked, the remainde | | | | |
| TXE | ∃B Loo | cal Form 3015-a [eff. 12/2017] | Chapter 13 Plan | | Page 3 | |

| Debtor Jana Hutchison Tomez Case number 24-90101 | | | | | |
|--|---|-----------------------------------|--------------------------|---|--|
| Case number | | | | | |
| Claimant Collateral/Property/Contract Description | Debtor's DPO Amount | Projected Cure Claim Amount | Plan Interest Rate | Projected Monthly Payment by Trustee | Projected Total Cure Payment by Trustee |
| 21st Mortgage Corp | \$803.93 | \$4,019.65 | 0.00% | \$73.09 | \$4,019.95 |
| □ Debt Maturing During Plan Term. □ Debt Maturing After Completion of Plan Term. □ Curing Assumed Executory Contract or Lease Obligation Pursuant to § 6.1. Collateral Description Homestead consisting of mobile home only located at 799 Gaylon Wallace Rd., Lufkin, TX 75901 799 Gaylon Wallace Rd Lufkin, TX 75901 | | | | | |
| Insert additional claims as needed. | | | | | |
| 3.3 Secured Claims Protected From § 506 Bifurcation. [Compared to the image of § 3.4] None. If "None" is checked, the remainder of § 3.4. 1 910 Claims. The claims listed below were either: (1) incurred within 910 days before the Petition motor vehicle acquired for the personal use of the personal use | 3 need not be complete Date and secured by a of the Debtor, or | ı purchase mon | | | of value |

(2) incurred within 1 year of the Petition Date and secured by a purchase money security interest in any other thing of value,

and are thus statutorily protected from bifurcation under § 506(a) based on collateral value (a "910 Claim").

Based upon the Debtor's election to retain certain personal property that serves as collateral for a 910 Claim, adequate protection payments in an initial amount calculated pursuant to LBR 3015(c)(1) shall be paid by the Debtor to the Trustee beginning in Month 1 of the Plan for the benefit of holders of allowed 910 Claims secured by personal property as authorized by § 1326(a)(1)(C) and LBR 3015(c). Such payments shall be held by the Trustee solely for the benefit of the affected secured creditor to the absolute exclusion of the Debtor and all other parties and shall be tendered by the Trustee at the earliest practicable time to holders of allowed 910 Claims secured by personal property as listed below, notwithstanding any failure by the Debtor to achieve confirmation of this Chapter 13 plan. Adequate protection payments to be distributed by the Trustee are subject to the availability of funds and the Trustee is authorized to make *pro rata* payments if available funds are insufficient to pay all adequate protection payments otherwise due. Such adequate protection payments to each affected secured claimant shall continue on a monthly basis until the month in which equal monthly payments are initiated to such claimant under the Plan.

| Debtor Jana Hutchison Tomez Case number 24-90101 | | | | | | |
|--|---------|--------------------------------|---------------------|--------------------------|---|---|
| Each 910 Claim constitutes a separate class. Each 910 Claim will be paid in full by the Trustee with post-confirmation interest accruing from the Effective Date of the Plan at the plan rate stated below. Upon confirmation of this Plan, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each 910 Claim listed below until such time as the allowed amount of each 910 Claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected 910 Claim amount. | | | | | | |
| If the automatic stay is terminated as to property securing a 910 Claim treated under this subsection at any time during the Plan Term, the next distribution by the Trustee on such 910 Claim shall be escrowed pending any possible reconsideration of the stay termination. If the stay termination is reversed by agreement or by court order, then the single escrowed distribution shall be released to the holder of the 910 Claim and regular distributions on that 910 Claim shall be reinstituted. In the event that the stay termination remains in effect on the second distribution date after the stay termination, the escrowed funds shall be released for distribution to other classes under this Plan and the 910 Claim shall thereafter be addressed solely under applicable state law procedures and will no longer be treated by the Plan. | | | | | | |
| Claimant Collateral Description | | Adequate Protection Payment | 910 Claim Amount | Plan Interest Rate | Equal Monthly Payment by Trustee | Projected Total Payment by Trustee |
| Doches Credit Union | | \$272.50 | \$22,549.00 | 9.50% | \$507.30 | \$26,916.00 |
| Collateral Description 2021 Hyundai Tucson | | Month 1 through15_ | | | | |
| Insert additional claims as needed. | | | | · | | |
| 3.4 Secured Claims Subject to § 506 Bifurcation. [Check one] ✓ None. If "None" is checked, the remainder of § 3.4 need not be completed. | | | | | | |
| 3.5 Direct Payment of Secured Claims Not in Default. [Check one] | | | | | | |
| None. If "None" is checked, the remainder of § 3.5 need not be completed. | | | | | | |
| 3.6 Surrender of Property. [Check one] None. If "None" is checked, the remainder of § 3.6 need not be completed. Surrender of Collateral and Related Stay Relief. The Debtor surrenders to each claimant listed below the property that secures that creditor's claim and requests that, upon confirmation of this plan, the automatic stay under § 362(a) be terminated as to the referenced collateral only and any co-debtor stay under § 1301 be terminated in all respects. The affected claimant shall have ninety (90) days after the Effective Date of the Plan to file a proof of claim, or an amended claim, regarding recovery of any deficiency balance from the Estate resulting from the disposition of the collateral. Any such allowed general unsecured claim will thereafter be treated in Part 5 below. | | | | | | |
| Claimant | | Collateral Description | 1 | Collateral Location | | on |
| Doches Credit Union | 2022 To | vota Tundra | | | | |

| Claimant | Collateral Description | Collateral Location |
|----------|------------------------|---------------------|
| | | |

Insert additional claims as needed.

3.7 Lien Retention.

The holder of a lien securing payment of a claim addressed in §§ 3.1 or 3.2 of this Plan shall retain its lien until the indebtedness secured by such lien is totally satisfied as determined under applicable non-bankruptcy law. The holder of a lien securing payment of any other allowed secured claim that is governed by this Plan shall retain its lien until the earlier of: (1) the total satisfaction of the indebtedness secured by the lien as determined under applicable non-bankruptcy law; or (2) the entry of a discharge order in favor of the Debtor under § 1328(a). In each instance, the provisions of this subsection may be superseded by a subsequent order of the Court.

3.8 Maintenance of Insurance and Post-Petition Taxes Upon Retained Collateral.

For all property that secures the payment of an indebtedness and which is proposed to be retained by the Debtor under this Plan, the Debtor must maintain insurance coverage as required either by the applicable contractual documents governing the indebtedness or as may be directed by the Trustee. The Debtor must also pay all *ad valorem* taxes on property proposed to be retained by the Debtor under this Plan as they come due in the post-petition period. Such payment shall be tendered to the appropriate taxing authorities in accordance with applicable non-bankruptcy law on or before the last date on which such taxes may be paid without penalty.

3.9 Lien Avoidance. [Check one]

None. If "None" is checked, the remainder of § 3.9 need not be completed.

3.10 Rule 3012 Valuation of Collateral. [Check one]

Mone. If "None" is checked, the remainder of § 3.10 need not be completed.

3.11 Lien Removal Based Upon Unsecured Status. [Check one]

■ None. If "None" is checked, the remainder of § 3.11 need not be completed.

Part 4: Treatment of Administrative Expenses, DSO Claims and Other Priority Claims

4.1 General

All allowed priority claims, other than those particular domestic support obligations treated in § 4.5, will be paid in full without post-confirmation interest. Where applicable, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each priority claim listed below until such time as the allowed amount of each priority claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected priority claim amount listed below.

4.2 Trustee's Fees.

The Trustee's fees are fixed by the United States Trustee pursuant to the provisions of 28 U.S.C. § 586(e)(2) and, pursuant thereto, shall be promptly collected and paid from all plan payments received by the Trustee.

| 4.3 | Attorney's Fees. | | | | | |
|------|--|--|--|--|--|--|
| | The total amount of attorney's fees requested by the Debtor's attorney in this case is | | | | | |
| | The allowed balance of attorney's fees to be awarded to the Debtor's attorney in this case shall be determined by: | | | | | |
| | ☑ LBR 2016(h)(1); ☐ by submission of a formal fee application. | | | | | |
| | LBR 2016(h)(1): If the attorney's fee award is determined by the benchmark amounts authorized by LBR 2016(h), the total fee shall be the amount designated in LBR 2016(h)(1)(A) unless a certification is filed by the Debtor's attorney regarding the rendition of legal services pertaining to automatic stay litigation occurring during the Benchmark Fee Period outlined in that rule. The Trustee is authorized to make the benchmark fee calculation and to recognize the proper enhancement or reduction of the benchmark amount in this case without the necessity of court order. No business case supplement to the benchmark fee shall be recognized unless a business case designation is granted on or before initial confirmation of the Plan. | | | | | |
| | Fee Application: If attorney's fees are determined by the formal fee application process, such fee application shall be filed no later than 30 days after the expiration of the Benchmark Fee Period outlined in LBR 2016(h)(1). If no application is filed within that period, the determination of the allowed amount of attorney's fees to the Debtor's attorney shall revert to the benchmark amounts authorized by LBR 2016(h)(1) without the necessity of any further motion, notice or hearing and the Trustee shall adjust any distributions in this class accordingly. | | | | | |
| 4.4 | Priority Claims: Domestic Support Obligations ("DSO"). [Check one] | | | | | |
| | None. If "None" is checked, the remainder of § 4.4 need not be completed. | | | | | |
| 4.5 | Priority Claims: DSO Assigned/Owed to Governmental Unit and Paid Less Than Full Amount. [Check one] | | | | | |
| | None. If "None" is checked, the remainder of § 4.5 need not be completed. | | | | | |
| 4.6 | Priority Claims: Taxes and Other Priority Claims Excluding Attorney's Fees and DSO Claims. [Check one] | | | | | |
| | None. If "None" is checked, the remainder of § 4.6 need not be completed. | | | | | |
| Part | 5: Treatment of Nonpriority Unsecured Claims | | | | | |
| 5.1 | Specially Classed Unsecured Claims. [Check one] | | | | | |
| | None. If "None" is checked, the remainder of § 5.1 need not be completed. | | | | | |
| 5.2 | General Unsecured Claims. | | | | | |
| | Allowed nonpriority unsecured claims shall comprise a single class of creditors and will be paid: | | | | | |
| | ☐ 100% + Interest at; | | | | | |
| | ☐ 100% + Interest at with no future modifications to treatment under this subsection; | | | | | |
| | ✓ Pro Rata Share: of all funds remaining after payment of all secured, priority, and specially classified unsecured claims. | | | | | |
| | | | | | | |

Case number <u>24-90101</u>

| 5.3 | Liquidation Analysis: Unsecured Claims Under Parts 4 & 5. If the bankruptcy estate of the Debtor was liquidated under Chapter 7 of the Bankruptcy Code, the holders of priority unsecured claims under Part 4 of this Plan and the holders of nonpriority unsecured claims under Part 5 of this Plan would be paid an aggregate sum of approximately \$0.00 Regardless of the particular payment treatments elected under Parts 4 and 5 of this Plan, the aggregate amount of payments which will be paid to the holders of allowed unsecured claims under this Plan will be equivalent to or greater than this amount. |
|--------------|---|
| Part | 6: Executory Contracts and Unexpired Leases |
| 6.1 | General Rule – Rejection. The executory contracts and unexpired leases of the Debtor listed below are ASSUMED and will be treated as specified in § 3.2 of the Plan. All other executory contracts and unexpired leases of the Debtor are REJECTED. [Check one] None. If "None" is checked, the remainder of § 6.1 need not be completed. |
| | White is checked, the remainder of § 6.1 freed flot be completed. |
| Part | 7: Vesting of Property of the Estate |
| 7.1 | Property of the estate will vest in the Debtor only upon the entry of an order for discharge pursuant to § 1328, in the absence of a court order to the contrary. |
| Part | 8: Nonstandard Plan Provisions |
| | None. If "None" is checked, the rest of Part 8 need not be completed. |
| Und inclu | er Bankruptcy Rule 3015(c), nonstandard provisions <u>must</u> be set forth below. A nonstandard provision is a provision not otherwise ded in the Official TXEB Form or any deviation from it. <i>Any nonstandard provision set out elsewhere in this Plan is void. Even if set forth w, any nonstandard provision is void unless the "Included" box is checked in § 1.4 of this Plan.</i> |
| | Below Median Income Provision for Tax Returns - The confirmation of this Plan as to this below-median income debtor shall not preclude, and is without prejudice to, any subsequent motion or plan modification filed by the Debtor to retain any portion of any federal income tax refund received by the Debtor in the Plan Term in an amount in excess of the \$2,000 annual exclusion otherwise imposed by § 2.4 of the Plan which is reasonably necessary to be expended for the Debtor's maintenance and support. |
| | Curing Arrears on Personal Property - CLAIM OBLIGATION ORGINALLY LISTED IN Sec 3.1 - Upon recognition that the reference in Sec 3.1 of the Plan to the claim owing to 21st Mortgage (the "Claimant") is not, in fact, a claim "secured only by a security interest in real property" properly addressed under the stated language of Sec 3.1, but rather a nondischargeable long-term debt, secured solely by personal property consisting of a mobile home, of an amount that cannot be feasibly treated by the Debtor under Sec 506 of the Bankruptcy Code, and since the "cure and maintain" proposal of the Debtor regarding the treatment of the Claimant's claim otherwise fits the parameters served by Sec 3.1 of the Plan, the Court hereby in this instance STRIKES the limiting language of 'in real property" in Sec 3.1 of the Plan and specifically AUTHORIZES the Debtor to use Sec 3.1 of the Plan, as noticed to the matrix of creditors, to maintain post- petition payments to the Claimant under his/her note obligation, though secured only by personal property, while curing all defaults under that note obligation under Sec 3.2 of the Plan. |

Case number **24-90101**

| Debto | _r Jana Hutchison Tomez | Case number <u>24-90101</u> | | | |
|---------------------|--|---|---|--|--|
| | | | | | |
| Part (| 9: Miscellaneous Provisions | | | | |
| 9.1 | Effective Date. The effective date of this Plan shall be the date upon which the order confirming this Plan becomes a final, nonappealable order. | | | | |
| 9.2 | Plan Disbursement Order. Unless the Court orders otherwise, disbursements by the Trustee under this Plan shall occur in the following order: (1) Trustee's fees under § 4.2 upon receipt; (2) adequate protection payments under §§ 3.3 and 3.4; (3) allowed attorney fees under § 4.3; (4) secured claims under §§ 3.2, 3.3 and 3.4 concurrently; (5) DSO priority claims under §§ 4.4 and 4.5 concurrently; (6) non-DSO priority claims under § 4.6; (7) specially classed unsecured claims under § 5.1; and (8) general unsecured claims under § 5.2. | | | | |
| 9.3 | Litigation Proceeds. No settlement of any litigation prosecuted by the Debtor during the Plan Term shall be consummated without the consent of the Chapter 13 Trustee and, except as otherwise authorized by the Trustee, all funds received by the Debtor, or any attorney for the Debtor, shall be immediately tendered to the Chapter 13 Trustee for satisfaction of any authorized exemption claim of the Debtor, with the remainder of the funds dedicated as an additional component of the plan base. | | | | |
| Part | 10: Signatures | | _ | | |
| X _s | /s/ Juan Tomasino ignature of Attorney for Debtor(s) | Date | | | |
| | s/ Jana Hutchison Tomez ana Hutchison Tomez | Date | | | |
| X _ Signa | ature(s) of Debtor(s) (required if not represented by | Date an attorney; otherwise optional) | | | |
| the p | rovisions in this Chapter 13 plan are identical to th sions included in Part 8, and that the foregoing pro | ny self-represented Debtor certifies to the Court that the wording and order of ose contained in TXEB Local Form 3015-a, other than any nonstandard oposed Plan contains no nonstandard provisions other than those included in | | | |

| | Signature of Attorney for Debtor(s) | | |
|---|-------------------------------------|---|--|
| I hereby certify that the above and foregoing document was served upon al constituted by the Court on the date of service either by mailing a copy of s | | | |
| I hereby contifue that the above and forestein a decompositive commed upon a | II of the position on I | listed on the attacked master molling (matrix) as | |
| Part 11: Certificate of Service to Matrix as Currently Constituted by | y the Court | | |
| | | | |

Case number **24-90101**